Natchitoches City Council will have a pre-council meeting beginning at 6:30 p.m. and ending at 7:00 p.m. to discuss any non-agenda items. The City Council meeting will begin promptly at 7:00 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings.

NATCHITOCHES CITY COUNCIL MEETING AUGUST 8, 2011 7:00 P.M.

AGENDA

- 1. CALL TO ORDER
- 2. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. READING AND APPROVAL OF THE MINUTES OF JULY 25, 2011
- 5. BIDS OPEN:

#077 Mims

Resolution Authorizing The Mayor To Open The Bids For Liquid

Chlorine For The Water Treatment Plant (Bid No. 0517)

Committee: Pat Jones, Edd Lee, Sylvia Morrow, Bryan Wimberly

#078 Morrow

Resolution Authorizing the Mayor to Open Bids for Bulk Hydrated Lime

for the Water Treatment Plant (Bid No. 0518)

Committee: Pat Jones, Edd Lee, Sylvia Morrow, Bryan Wimberly

6. BIDS – ADVERTISE:

#079 McCain

Resolution Authorizing the Mayor to Advertise and Accept Bids for the Purchase of Capacitor Voltage Transformers and Metering Potential Transformers for St. Maurice Substation (Bid No. 0521)

Committee: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly, Mike Hilton

7. ORDINANCES – FINAL:

#044 Nielsen

Ordinance Amending the 2010 – 2011 Budget to Reflect Additional

Revenues and Expenditures

8. **RESOLUTIONS:**

#076 Payne

Resolution Adopting The Parish-Wide Hazard Mitigation Plan Update

#080 McCain

Resolution Authorizing The Mayor To Execute Work Order Addendum
No. One-R2-Final To The Open General Services Agreement Between
The City Of Natchitoches And Airport Development Group, Inc. For The

Improvements To The Natchitoches Regional Airport

City Of Natchitoches Bid No. 0500

#081 Mims

Resolution Authorizing The Mayor To Execute <u>Change Order No. 2</u> To The Agreement Between The City Of Natchitoches And Regional

Construction, L.L.C. For The Construction Of The Events Center Parking Lot

#082 Nielsen

Resolution Authorizing The Execution Of The Substantial Completion Of

The Renovations To The Events Center Parking Lot

9. <u>ANNOUNCEMENTS</u>:

10. ADJOURNMENT

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

PROCEEDINGS OF THE CITY COUNCIL OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA, REGULAR MEETING HELD ON MONDAY, AUGUST 8, 2011, AT SEVEN O'CLOCK, (7:00) P.M.

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, August 8, 2011, at 7:00 p.m.

There were present:

Councilmen Larry Payne, Jack McCain, Dale Nielsen, Don Mims, Jr.

Absent:

Councilwoman Sylvia Morrow

The Mayor asked everyone to please remember the family of Mr. Bill Crews in their prayers. Mr. Crews was a great man and a real character and will be missed by everyone.

The Mayor asked everyone to rise for the Invocation given by Mr. Michael Braxton, Director of Public Works, followed by the Pledge of Allegiance lead by Mr. Paul Washington.

The Mayor then called for the reading of the Minutes. Mr. McCain made a motion to dispense with the Reading of the Minutes and to approve the minutes of July 25, 2011. Mr. Payne seconded the motion. The roll call vote was as follows:

AYES:

McCain, Payne, Nielsen, Mims

NAYES:

None

ABSENT:

Morrow

The Mayor recognized Danny and Pat Hall in the audience.

The following Resolution was Introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to-wit:

RESOLUTION NO. <u>077</u> OF 2011

A RESOLUTION AUTHORIZING THE MAYOR TO OPEN THE BIDS FOR LIQUID CHLORINE FOR THE WATER TREATMENT PLANT

(BID NO. 0517)

WHEREAS, by Resolution No. 070 of 2011 the Mayor was authorized to advertise for bids for Liquid Chlorine for the Water Treatment Plant (Bid No. 0517).

WHEREAS, this bid was advertised in the *Natchitoches Times* on July 15, 2011 in accordance with law; and

WHEREAS, the City wishes to open the bids for Liquid Chlorine for the Water Treatment Plant (Bid No. 0517); and

WHEREAS, the following committee members were appointed to review the bids received and make a recommendation: Pat Jones, Edd Lee, Sylvia Morrow, and Bryan Wimberly.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Mayor Wayne McCullen be and is hereby authorized, empowered and directed to open the bids for the Liquid Chlorine for the Water Treatment Plant (Bid No. 0517).

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: Mims, Nielsen, McCain, Payne

NAYS: None ABSENT: Morrow ABSTAIN: None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of <u>4</u> Ayes to <u>0</u> Nays this the 8th day of August, 2011.

WAYNE McCULLEN, MAYOR

Mr. Mims opened the bids for the purchase of liquid chlorine for the water treatment plant, bid 0517, as follows:

1)	Harcros Chemicals Shreveport, Louisiana	No bid
2)	Altivia Corporation Houston, Texas	\$545.00/ton
3)	DPC Enterprises, LP Reserve, Louisiana	\$620.00/ton

A committee was appointed to evaluate the bids and report back at the next Council meeting consisting of:

Mr. Pat Jones, Director of Finance Mr. Edd Lee, Director of Purchasing Councilman Sylvia Morrow Bryan Wimberly

BID TALLY SHEET - CITY OF NATCHITOCHES			
Bid:	#0517 – Liquid Chlorine/Water Treatment Plant	OPEN DATE:	Monday, August 08, 2011
RFP:		Place:	Purchasing Department 1400 Sabine Street Natchitoches, LA 71457

	VENDOR	BID AMOUNTS
1.)	DPC Enterprises, LP	\$620.00/ton
2.)	Altivia Corporation	\$545.00/ton
3.)	Harcros	No Bid
	BID AWARDED TO:	

The following Resolution was Introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to-wit:

RESOLUTION NO. <u>078</u> OF 2011

A RESOLUTION AUTHORIZING THE MAYOR TO OPEN BIDS FOR BULK HYDRATED LIME FOR THE WATER TREATMENT PLANT

(BID NO. 0518)

WHEREAS, by Resolution No. 071 of 2011 the Mayor was authorized to advertise for bids for Bulk Hydrated Lime for the Water Treatment Plant (Bid No. 0518); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on July 15, 2011 in accordance with law; and

WHEREAS, the City wishes to open the bids for Bulk Hydrated Lime for the Water Treatment Plant (Bid No. 0518) in accordance with law; and

WHEREAS, the following committee members were appointed to review the bids received and make a recommendation: Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Sylvia Morrow, Councilwoman; and Bryan Wimberly, Director of Utilities.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Mayor Wayne McCullen be and is hereby authorized, empowered and directed to open the bids for Bulk Hydrated Lime for the Water Treatment Plant (Bid No. 0518).

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:

Nielsen, Payne, Mims, McCain

NAYS:

None

ABSENT: Morrow

ABSTAIN: None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 8th day of August, 2011.

Mr. Payne and Mr. Nielsen opened the bids for the purchase of bulk hydrated lime for the water treatment plant, Bid No. 0518, as follows:

1)	Industrial Chemicals Incorporated Birmingham, Alabama	\$235.00/ton
2)	U.S. Lime Company Shreveport, Louisiana	\$145.34/ton
3)	Texas Lime Company	\$153.65/ton
4)	Carmeuse Lime Pittsburg, Pennsylvania	No bid
5)	Unimin Southern Lime Calera, Alabama	No
6)	Harcros Chemicals Shreveport, Louisiana	No

A committee was appointed to evaluate the bids and report back at the next Council meeting consisting of:

Mr. Pat Jones, Director of Finance Mr. Edd Lee, Director of Purchasing Councilman Sylvia Morrow Bryan Wimberly

BID TA	ALLY SHEET - CITY OF NATCHITOC	HES.	
Bid:	#0518 – Bulk Hydrated Lime/Water Treatment Plant	OPEN DATE:	Monday, August 08, 2011
RFP:		Place:	Purchasing Department 1400 Sabine Street Natchitoches, LA 71457

į.	VENDOR	BID AMOUNTS
1.)	Industrial Chemicals Inc.	\$235.00/ton
2.)	US Lime Company – Shreveport	\$145.34/ton
3.)	Texas Lime Company	\$153.65/ton
4.)	Carmeuse Lime	No Bid
5.)	Unimin Southern Lime	No Bid
6.)	Harcros	No Bid
	BID AWARDED TO:	

The following Resolution was Introduced by Mr. McCain and Seconded by Mr. Mims as follows, to-wit:

RESOLUTION NO. <u>079</u> OF 2011

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT BIDS FOR THE PURCHASE OF CAPACITOR VOLTAGE TRANSFORMERS AND METERING POTENTIAL TRANSFORMERS FOR ST. MAURICE SUBSTATION

(BID NO. 0521)

WHEREAS, the City wishes to advertise for Public Bids for the purchase of capacitor voltage transformers and metering potential transformers for the St. Maurice Substation (Bid No. 0521).

WHEREAS, sealed bid proposals will be received by the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana 71457 until 4:00 P.M. on September 12, 2011; and

WHEREAS, bid proposals will be opened and read aloud at the regularly scheduled City Council Meeting on September 12, 2011 at 7:00 p.m. held at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana; and; and

WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman-at-Large; Bryan Wimberly, Director of Utilities; and Mike Hilton, Professional Engineer, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:

McCain, Mims, Nielsen, Payne

NAYS:

None

ABSENT:

Morrow

ABSTAIN:

None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of $\underline{4}$ Ayes to $\underline{0}$ Nays this the 8^{th} day of August, 2011.

WAYNE McCULLEN, MAYOR

BID INVITATION

DATE: August 8, 2011

FROM:

City of Natchitoches Purchasing Department 1400 Sabine Street Natchitoches, LA 71457

BID NO.

0521

BID TITLE: Capacitor Voltage Transformers and Metering Potential **Transformers for St. Maurice Substation**

> SEALED BID PROPOSALS WILL BE RECEIVED UNTIL 4PM,

September, 12, 2011

AT THE OFFICE OF EDD LEE, DIRECTOR OF PURCHASING, 1400 SABINE STREET, NATCHITOCHES, LA 71457 UNTIL 4:00 PM.

FOR ADDITIONAL INFORMATION CONTACT THE FOLLOWING:

Edd Lee DIRECTOR OF PURCHASING (318) 357-3824

- 1. Sealed bid proposals <u>must</u> be received on the Bid Proposal Form, Page #3 or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened, bids will be opened during the City Council meeting which begins at 7 PM.
- 2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose**. This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
- 3. Any submitted article deviating from the specifications <u>must</u> be identified and have full descriptive data accompanying same, failure to provide the appropriate information <u>shall</u> be just cause for rejection of the bid. Deviations <u>must</u> be submitted on separate sheet or sheets. Functionally equivalent items will be considered.
- 4. All work and supplies are to be quoted FOB Natchitoches and delivered to Power Plant Substation, 1110 Power Plant Drive, Natchitoches, LA 71457
- 5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes first.
- 6. The Natchitoches Utility Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Purchasing.
- 7. The conditions and terms of this bid will be considered when evaluating for award.
- 8. The City of Natchitoches is exempt from all state taxes.
- 9. Any technical questions concerning specifications shall be directed to Bryan Wimberly, 318-357-3850 or Mike Hilton, P.E. 318-471-3088.

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. #0521

=	Capacitor Coupling	Voltage Transformers: Sub Total
-	tor Coupling Voltage	
Quantity – 1	Price Each	Sub Total
72.5kv Meterii	ng Class Potential T	ransformers:
	-	Sub Total
Grand Total		\$
		·
CITY OF NATCH	ED IN THIS BID WILL BE ITOCHES, 1110 Power Pla OMPLETE THE FOLLOW	nt Dr., NATCHITOCHES, LA 71457
		OF CONTRACT: YES NO
PRICES HELI	D FIRM FOR A PERIOD O	F:CALENDER DAYS
BID A	ACCEPTANCE PERIOD O	F: CALENDER DAYS
~~~	DISCOUNT TERM	S:PER CENT (%)
		N: CALENDER DAYS AFTER
RECEIPT OF CON	TRACI, ORDER OR OH	HER FORM AS NOTICE OF AWARD.
AUTHORIZATION T AND FURTHER THA BIDDERS AND THE BID IS ACCEPTED H WITH ALL GUARAN	O OBLIGATE HIMSELF AND A T HE HAS EXAMINED THE IS SPECIFICATIONS AND HERE E WILL FAITHFULLY FULFII	HE HAS SPECIFIC AND LEGAL /OR HIS FIRM TO THE TERMS OF THIS BID NVITATION TO BID, THE INSTRUCTIONS TO BY PROMISES AND AGREES THAT IF THIS LL THE TERMS OF THIS BID TOGETHER (LATING THERETO, ANY AND ALL
BIDD	ER	MAILING ADDRESS
SIGN	ATURE	CITY STATE/ZIP
TYPE	PRINT NAME	DATE
TELEP	HONE	TITLE

### ORDINANCE NO. 044 OF 2011

# AN ORDINANCE AMENDING THE 2010 - 2011 BUDGET TO REFLECT ADDITIONAL REVENUES AND EXPENDITURES

 $\textbf{WHEREAS}, Louisiana \ Statute \ requires \ that \ the \ City \ amend \ its \ operating \ budgets \ when \ fund \ balance \ is \ being \ budgeted, \ and \ there \ is \ a \ 5\%$ unfavorable variance in revenues and expenditures.

NOW, THEREFORE BE IT RESOLVED, that the special funds budget be amended to reflect these additional revenues and expenditures as follows:

	<u>2010-2011</u> Original Budget	<u>2010-2011</u> Amended Budget	Increase/ Decrease
STOP Grant (Fund 024)			
EXPENSE 024-0000-591-10-50 (Overtime)	28,598	39,500	10,902
024-0000-591-11-12 (FICA/Medicare) 024-0000-591-11-14 (Workers Comp)	0 0	1,000 1,000	1,000 1,000
	28,598	41,500	12,902
Drug Recovery (Fund 025) REVENUE			
025-0000-481-00-00 (Miscellaneous Income)	56,667 0	40,300 6,400	(16,367) 6,400
025-0000-491-28-00 (Transfers/LLEBG Program)	56,667	46,700	(9,967)
<u>EXPENSE</u>			
025-0000-591-30-19 (Materials & Supplies/Ammo) 025-0000-591-30-25 (Materials & Supplies/Machinery & Equipment)	1,000 3,000	3,300 9,900	2,300 6,900
	4,000	13,200	9,200
Prisoner/Bond Release (Fund 027) EXPENSE			
027-0000-591-30-01 (Materials & Supplies/Office Supplies) 027-0000-591-40-02 (Travel/PerDiem)	0 7,000	6,760 17,000	6,760 10,000
ozy cood so y to sz (varian distan)	7,000	23,760	16,760
Event Center Operations (Fund 040)			
REVENUE 040-0000-480-01-00 (Facility Rent)	150,000	130,000	(20,000)
040-0000-480-04-00 (Catering)	75,000 225,000	50,000 180,000	(25,000) (45,000)
Downtown Riverbank Wall (Fund 051)			
REVENUE 051-0000-431-06-01 (Local Grant)	50,000	0	(50,000)
,	50,000	0	(50,000)
911 Grant/Police (Fund 053)			
EXPENSE 053-0000-591-30-16 (Materials & Supplies/Tools and Equipment)	0	18,000	18,000
	0	18,000	18,000
Main Street Promotions (Fund 056) REVENUE			
056-0000-481-09-00 (Blooming on the Bricks)	3,000	7,000 7,000	4,000 4,000
EXPENSE			
056-0000-591-35-16 (Promotional/Improvements)	6,000 6,000	10,000 10,000	4,000 4,000
Airport Operations (Fund 061)	0,000	10,000	,,000
REVENUE	142.000	155,000	13,000
061-0000-470-01-01 (100 LL Sales) 061-0000-470-01-02 (Jet A Sales)	142,000 190,000	155,000 277,000	87,000
	332,000	432,000	100,000
EXPENSE 061-0000-591-31-01 (100LL Fuel)	100,000	140,000	40,000
061-0000-591-31-02 (Jet A Fuel)	130,000 230,000	190,000 330,000	60,000 100,000
Animal Shelter (Fund 062)			
REVENUE 062-0000-443-00-00 (Charges for Services)	5,000	2,500	(2,500)
02 000 (10 00 00 (0.00)	5,000	2,500	(2,500)
NW Law Enforcement Plan Agency (Fund 064)			
REVENUE 064-0000-431-09-00 (Local Grant)	2,000	0	(2,000)
	2,000	0	(2,000)
EXPENSE 064-0000-591-40-02 (Travel/Per Diem)	11,000	9,000	(2,000)
	11,000	9,000	(2,000)
NHDDC Reimbursements (Fund 068) REVENUE			
068-0000-491-02-00 (Transfers In)	0 0	85,510 85,510	85,510 85,510
EXPENSE	ů	00,010	03,510
EXPENSE 068-0000-591-20-13 (Construction)	50,000	120,000	70,000
068-0000-591-30-13 (Materials & Supplies/Buildings and Grounds)	0 50,000	23,000 143,000	23,000 93,000
Capital Improvement/Special (Fund 071)			
REVENUE 071-0000-491-74-00 (Transfers/Water Sewer Sales Tax Fund)	550,000	325,000	(225,000)
	550,000	325,000	(225,000)
EXPENSE 071-0000-591-40-14 (Grants Match)	325,000	0	(325,000)
	325,000	0	(325,000)
Capital Projects - Water Treatment (Fund 075)			
REVENUE 075-0000-482-01-01 (Bond Proceeds)	1,700,000	2,060,000	360,000
	1,700,000	2,060,000	360,000
EXPENSE 075-0000-591-20-13 (Construction)	1,600,000	1,980,000	380,000

	1,600,000	1,980,000	380,000	
Virginia Baker Park (Fund 079)				
REVENUE 079-0000-491-02-00 (Transfers In)	0	83,084	83,084	
EXPENSE	U	83,084	83,084	
079-0000-591-20-13 (Construction)	150,000 150,000	100,000 100,000	(50,000) (50,000)	
Debt Service - ARRA 09 - Sewer Upgrades (Fund 083)	,	·	, , ,	
REVENUE 083-0000-482-01-01 (Bond Proceeds)	824,381	740,760	(83,621)	
EXPENSE	824,381	740,760	(83,621)	
083-0000-591-20-13 (Construction)	742,414 742,414	650,000 650,000	(92,414) (92,414)	
Hayes Avenue (Fund 090)	·	,	, , ,	
REVENUE 090-0000-491-72-00 (Transfers In)	130,000	150,000	20,000	
EVENUE	130,000	150,000	20,000	
EXPENSE 090-0000-591-20-13 (Construction)	130,000	150,000 150,000	20,000	
Multijurisdictional Task Force (Fund 104)	134,000	150,000	20,000	
REVENUE 104-0000481-00-00 (Miscellaneous Income)	20,182	14,080	(6,102)	
	20,182	14,080	(6,102)	
EXPENSE 104-0000-591-10-50 (Overtime)	12,182	13,490	1,308	
	12,182	13,490	1,308	
Keep Louisiana Beautiful (Fund 112)  REVENUE  112-0000-432-09-00 (State Grant)	5,500	2,200	(3,300)	
112-0000-432-09-00 (State Glaitt)	5,500	2,200	(3,300)	
NSU Turf Replacement (Fund 134) EXPENSE				
134-0000-591-40-03 (Miscellaneous Other Expense)	<u>0</u>	4,640 4,640	4,640 4,640	
SRAC - Arts Funding Grant (Fund 201)				
<u>REVENUE</u> 201-0000-431-09-00 (Local Grant)	3,222	2,350	(872)	
EVOEWE	3,222	2,350	(872)	
EXPENSE 201-0000-591-35-16 (Promotional/Improvement)	3,222 3,222	1,600 1,600	(1,622)	
Asst to Firefighters Grant (Fund 205)	0,222	1,000	(1,022)	
<u>REVENUE</u> 205-0000-433-09-00 (Federal Grant)	0	55,950	55,950	
	o	55,950	55,950	
EXPENSE 205-0000-591-90-02 (Machinery & Equipment)	0	63,000 63,000	63,000	
Knock Knock Grant (Fund 206)	U	63,000	63,000	
REVENUE 206-0000-491-12-00 (Transfer In)	0	5,941	5,941	
,	0	5,941	5,941	
EXPENSE 206-0000-591-10-50 (Overtime)	10,000	8,400	(1,600)	
15700 (5 to 1007)	10,000	8,400	(1,600)	
<u>LETPP (Fund 207)</u> <u>REVENUE</u> 207-0000-433-09-00 (Federal Grant)	16,800	9,800	(7,000)	
207-0000-430-03-00 (Federal Circlity	16,800	9,800	(7,000)	
EXPENSE 207-0000-591-30-25 (Machinery & Equipment)	16,800	9,800	(7,000)	
•	16,800	9,800	(7,000)	
REVENUE	404.000	7.500	(00.500)	
214-0000-433-09-00 (Federal Grant)	104,000 104,000	7,500 7,500	(96,500) (96,500)	
EXPENSE 214-0000-591-20-13 (Construction)	104,000	7,500	(96,500)	
	104,000	7,500	(96,500)	
CON - Construction of Parking Lot (Fund 215) REVENUE				
215-0000-491-01-14 (Transfers - Downtown Parking Fund)	0	41.180 41.180	41,180 41,180	
EXPENSE 215-0000-591-20-13 (Construction)	156,000	170,000	14,000	
2 10-0000-00 (-20-10 (Obitational)	156,000	170,000	14,000	
Employee Health Insurance (Fund 311)				
EXPENSE 311-0000-591-40-09 (Insurance Claims)	1,680,800	1,747,800	67,000	
1,680,800 1,747,800 67,000				
Police Bond (Fund 313)  REVENUE  312,000,481,00,00 (Miscellaneous Income)	400.000	534,000	134,000	
313-0000-481-00-00 (Miscellaneous Income)	400,000	534,000	134,000	

EXPENSE	<u>400,000</u>	534,000	134,000
313-0000-591-35-09 (Marshall's Office)	400,000	534,000	134,000
Garbage Service Fund (Fund 315)  REVENUE 315-0000-441-00-00 (Garbage Collection)	2,170,000	2,120,000	(50,000)
	2,170,000	2,120,000	(50,000)
Supplies/Inventory Fund (Fund 320)  EXPENSE 320-0000-591-35-29 (Inventory Over/Short)	0	4,700 4,700	4,700 4,700

The Above Ordinance was introduced on the 25th day of July, having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Nielsen, McCain, Payne, Mims NAYS: None ABSENT: Morrow ABSTAIN: None

THEREUPON, the Mayor declared the Ordinance PASSED this  $\underline{8th}$  Day of  $\underline{\text{August, 2011}}$  by a vote of  $\underline{4}$  ayes to  $\underline{0}$  nays.

Delivered to the Mayor on August 9, 2011 at 10:00 a.m.

The following Resolution was Introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to-wit:

## RESOLUTION NO. 076 OF 2011

# RESOLUTION ADOPTING THE PARISH-WIDE HAZARD MITIGATION PLAN UPDATE

WHEREAS, the Natchitoches Parish Police Jury has received grant funds from the Federal Emergency Management Agency, through the Governor's Office of Homeland Security and Emergency Preparedness, for the update of a hazard mitigation plan; and

WHEREAS, our community has participated in the process to update a DMA compliant Hazard Mitigation Plan based on the FEMA guidance available in the "How to Guides"; and

WHEREAS, our community wishes to participate in the Hazard Mitigation Plan Update prepared by the Natchitoches Parish government under the oversight of a Steering Committee comprised of Parish-wide representatives; and

WHEREAS, Natchitoches Parish and local representatives and governments have participated in the mitigation planning process; and

WHEREAS, appropriate opportunity for input by public and community officials has been provided through press releases, open meetings and availability of draft documents; and

WHEREAS, the updated plan has been recommended for adoption by the Steering Committee; and

**WHEREAS**, adoption of the updated plan is required prior to further consideration for FEMA funding under the following programs:

- > Pre-Disaster Mitigation
- > Hazard Mitigation Grant Program
- > Flood Mitigation Assistance Program

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF NATCHITOCHES HEREBY adopts the Natchitoches Parish Hazard Mitigation Plan Update on this the 8th day of August, 2011.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: Payne, Nielsen, Mims, McCain

NAYS: None ABSENT: Morrow ABSTAIN: None

**THEREUPON**, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of  $\underline{4}$  ayes to  $\underline{0}$  nays, this the  $8^{th}$  day of August, 2011.

Wayne McCullen, MAYOR

The following Resolution was Introduced by Mr. McCain and Seconded by Mr. Mims as follows, to-wit:

# RESOLUTION NO. 080 OF 2011

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE WORK ORDER ADDENDUM NO. ONE-R2-FINAL TO THE OPEN GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF NATCHITOCHES AND AIRPORT DEVELOPMENT GROUP, INC. FOR THE IMPROVEMENTS TO THE NATCHITOCHES REGIONAL AIRPORT CITY OF NATCHITOCHES BID NO. 0500

**WHEREAS**, the City of Natchitoches and Airport Development Group, Inc. entered into a General Services Agreement for professional services dated June 15, 2010 as approved by Resolution No. 012 of 2010 dated January 25, 2010; and

WHEREAS, during construction of the Taxiway and Apron Project, subsurface soil conditions were encountered that required additional work by the contractor that resulted in additional working days as well as additional on-site inspection services to satisfy FAA requirements; and

WHEREAS, it is necessary that Work Order Addendum Number One be amended and declared null and void and hereby substituted with Work Order Addendum No. One-R-2-Final (attached hereto); and

WHEREAS, any monies charged and/or paid towards Work Order Addendum Number One shall be applied to this work order addendum that include the Basic Services described in Work Order Addendum No. One-R-2-Final; and

WHEREAS, the "Work Order Addendum No. One" to "Open General Services Agreement No. One" is amended in the amount of \$19,914.00 to cover additional expenses which increase is eligible for reimbursement from the FAA and LA DOTD; and

WHEREAS, the CITY is of the opinion that Work Order Addendum No. One-R-2 to the Open General Services Agreement No. One is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Work Order Addendum No. One-R-2-Final to the agreement between the City and Airport Development Group, Inc.

**BE IT FURTHER RESOLVED** that Work Order Addendum No. One-R to the Open General Services Agreement No. One be declared null and void.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:

McCain, Mims, Nielsen, Payne

NAYS:

None

ABSENT:

Morrow

ABSTAIN:

None

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of  $\underline{4}$  Ayes to 0 Nays this the  $8^{th}$  day of August, 2011.

Wayne McCullen, MAYOR

# WORK ORDER ADDENDUM NO. ONE-R2 -FINAL TO

## OPEN GENERAL SERVICES AGREEMENT NO. ONE

BETWEEN SPONSOR AND ENGINEER FOR PROFESSIONAL SERVICES
Work Order Addendum No. One-R2-Final replaces Work Order Addendum No. Two-R dated June 1

*This Work Order Addendum No. One-R2-Final replaces Work Order Addendum No. Two-R dated June 15, 2010.*

THIS IS A WORK ORDER ADDENDUM made by and between the CITY OF NATCHITOCHES (SPONSOR), PO Box 37, Natchitoches, Louisiana, 71458-0037, and AIRPORT DEVELOPMENT GROUP, INC. (CONSULTANT or ENGINEER), 3900 Lakeland Drive, Suite 501 C, Jackson, MS 39232 and 1776 S. Jackson Street, Suite 950, Denver, CO 80210.

For this WORK ORDER ADDENDUM, AIRPORT DEVELOPMENT GROUP, INC., will be using the services of NOWLIN & ASSOCIATES, INC., 740 Front Street, Natchitoches, Louisiana 71457 for land surveying, resident inspection and other construction administration services. Additionally, GTL, INC., 226 Parkwood Drive, Alexandria, LA 71306 will be used for geotechnical investigation and testing.

#### WITNESSETH:

WHEREAS, **SPONSOR** and **ENGINEER** have heretofore entered into an open general services agreement between themselves for professional services, and

WHEREAS, parties hereto do now desire to add work by amending certain provisions of said agreement dated the 25th day of January 2010, between themselves, and to reduce said amendment to writing;

NOW, THEREFORE, in consideration of the original agreement between the parties, the premises hereto, the mutual covenants, promises, doings and things hereinafter set forth, the parties hereto do now agree as follows:

This work order addendum shall make Work Order Addendum Number One null and void. Any monies charged and/or paid towards Work Order Addendum Number One shall be applied to this work order addendum.

This work order addendum establishes the scope and payment for the following Basic Services:

- 1. Environmental Services for a future construction project of airport improvements:
  - 1. Complete Environmental Assessment for a 250 Foot Taxiway Extension
- 2. Update Disadvantaged Business Enterprise (DBE) plan for construction project of approximately \$405K of airport improvements:
- 3. Engineering design for construction project of approximately \$405K of airport improvements:
  - 1. Extend and Light Taxiway "A" from Taxiway "B" to Runway 7-25 (250'x40')

and Widen Taxiway "A" at Southernmost Connector.

# 2. Repair Main Aircraft Parking Apron and Overlay Northern Portion of Main Aircraft Parking Apron.*

4. Bidding the above improvements in one bid upon the completion of the design.

Add the following to Section 1 of the Open General Services Agreement No. One solely for <u>Basic Services</u> for this work item:

#### 1.1 General

- 1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary civil and electrical engineering services and customary services incidental thereto.
- 1.1.2. ENGINEER shall assist SPONSOR in developing a DBE Plan and project goals for DBE participation, as required.
- 1.1.3 ENGINEER shall update the Airport Layout Plan to reflect changes accomplished by construction associated with this agreement.

#### 1.2 Design Phase

After authorization to proceed from SPONSOR with the design phase for the above construction items, ENGINEER shall:

- 1.2.1. In consultation with SPONSOR, FAA, and other interested parties, determine the extent of the project, and review all available data.
- 1.2.2. Prepare preliminary design documents consisting of design criteria, preliminary drawings, and specifications.
- 1.2.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable project costs (cost estimates).
- 1.2.4. Provide topographic and cross section survey as necessary to determine existing layout, grades and elevations.
- 1.2.6 Provide soils/pavement investigation to determine the thickness, nature and condition of existing soils and pavements as necessary in order to establish design criteria for new pavements, embankments and/or drainage structures.
- 1.2.7. On the basis of the preliminary design and the revised opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the project (hereinafter called "drawings"), specifications and contract documents in accordance with FAA standards, as applicable.
- 1.2.8. Furnish to SPONSOR such documents and design data as may be required so that SPONSOR can obtain approval of the FAA or any such governmental authorities as have jurisdiction over design criteria applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities. If required, ENGINEER and/or SPONSOR shall certify such documents to the FAA prior to advertising for bids.
- 1.2.9. Advise SPONSOR of any adjustments to the latest opinion of probable project cost caused by changes in extent or design requirements of the project or construction costs and furnish a revised opinion of probable project cost based on the final drawings and specifications.

- 1.2.10. Prepare a design engineer's report, including pavement design, estimates of final quantities and construction costs and identification of deviations from FAA design standards as well as justification for such deviation. This report will be submitted at the time of submittal of final drawings and specifications to the SPONSOR, State and the FAA.
- 1.2.11. Prepare for review and approval by FAA, SPONSOR, his legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.2.12. Furnish up to five copies of the above documents for review by SPONSOR, State and FAA.
- 1.3 <u>Bidding Phase</u> (1 bid project to be awarded to one prime contractor)

After authorization from the FAA and SPONSOR, to proceed with each bidding phase, ENGINEER shall:

- 1.3.1. Assist SPONSOR in obtaining bids, bid opening, and processing of bid documents, for one prime contract for construction, materials, equipment and services.
- 1.3.2. Furnish complete sets of approved drawings, specifications and contract documents for the bidding of the project per Public Bid Law R.S. 38:2212 A.(1)(e.)
- 1.3.3. Consult with and advise SPONSOR as to the requirements of LA R.S. 38:2215; 2216 and 2212(J) along with LA R.S. 38:2212.5.
- 1.3.4. Consult with and advise SPONSOR and FAA as to the acceptability of substitute materials and equipment proposed by Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.3.5. Assist SPONSOR in evaluating bids or proposals and in assembling and awarding contracts.
- 1.3.6. Prepare, or assist in the preparation of, the applications for federal and state funds

This work order addendum also establishes the scope and payment for the following <u>Special Services</u>: <u>Special Services</u> will include construction contract assistance, construction phase administration, construction inspection, acceptance testing & survey, final project acceptance, and project close-out.

Add the following to Section 2 of the Open General Services Agreement No. One solely for <u>Special Services</u> for this work item

#### 2.1 Construction

During the construction phase ENGINEER shall:

2.1.1. Provide resident engineering oversight and construction observation with sufficient qualified inspectors full-time or part-time during construction operations to assure that construction is accomplished in accordance with the drawings and specifications. Major work items will require full-time on-site inspection; other work items will require part-time observation. ENGINEER shall issue such instructions to the Contractor's construction superintendents as are necessary to protect the SPONSOR's interest to the same extent as would the SPONSOR himself if he were present and equipped with the requisite knowledge, skill competence, expertise, and engineering judgment.

- 2.1.2. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractors or the safety precautions and programs incident to the work of Contractors. ENGINEER's efforts will be directed toward providing a greater degree of confidence for SPONSOR that the completed work of Contractors is in accordance with the contract documents. ENGINEER shall endeavor to guard SPONSOR against defects and deficiencies in such work. ENGINEER may disapprove or reject work failing to conform to the contract documents.
- 2.1.3. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractors; and receive and review (for general content) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractors in accordance with the contract documents. The ENGINEER shall review Contractors' weekly payrolls and prepare and maintain necessary records of construction progress.
- 2.1.4. The ENGINEER shall subcontract a qualified firm to take acceptance tests and require the Contractor to perform quality control as necessary to meet the requirements of the Federal Aviation Administration, in the field and the laboratory, as required, in proper time and in sufficient number to assure construction in accordance with the plans and specifications. Copies of all test reports will be available to the SPONSOR, State and the FAA.
- 2.1.5. Issue all instructions of SPONSOR to Contractors; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders or supplemental agreements as required. After acceptance of any modifications, copies of the change order or supplemental agreement will be submitted to the SPONSOR, State and the FAA for approval and signature before proceeding with the work. ENGINEER shall have authority, as SPONSOR's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there-under and shall make recommendations on all claims of SPONSOR and Contractors relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or recommendations rendered by him in good faith and in conformance with good engineering practices. SPONSOR shall make decisions based on information and recommendations of the ENGINEER.
- 2.1.6. The ENGINEER will furnish the State and the FAA a weekly construction progress and inspection report.
- 2.1.7. Based on ENGINEER's on-site observations as an experienced and qualified professional, the ENGINEER shall prepare and review periodic pay estimates for payment and the accompanying data and schedules, determine the amounts owing to Contractors and recommend in writing, payments to Contractors in such amounts: such recommendations of payment will constitute a representation to SPONSOR, based on such observation and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief; such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractors; but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive

examinations have been made by ENGINEER to check the acceptability or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or to what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to SPONSOR free and clear of any lien, claims, security interests or encumbrances, or that Contractors have completed their work in accordance with the contract documents. Periodic pay estimates shall be submitted regularly to FAA or state for their respective participation payments. The ENGINEER will assist in preparation of FAA and/or state payment requests.

- 2.1.8. Monitor compliance with the applicable federal regulations governing grant procurement, including those dealing with pollution, fair labor standards, equal employment opportunity and minority business hiring.
- 2.1.9. When the project has been completed and is ready for final acceptance, the ENGINEER shall arrange for a final inspection of the finished work by the State, FAA, SPONSOR, Contractors and the ENGINEER to determine if the project has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to SPONSOR and the Contractors that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 2.1.7.
- 2.1.10. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractors' or subcontractors' agents or employees and/or any other persons (except ENGINEER's own employees and/or agents) at the site or otherwise performing any of the Contractor's work; however, nothing contained in paragraphs 2.1.1. through 2.1.10, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the contract documents.
- 2.1.11. Upon acceptance of the project, the ENGINEER shall prepare an ALP revision, record construction drawings and final report showing the constructed items, and shall provide the SPONSOR with one set of reproducible record drawings together with one copy of the drawings and report for the State and the FAA.

**ENGINEER** shall perform Basic and Special Services toward the construction of item A with payment per the following paragraphs to be added to Open General Services Agreement No. One solely for this work item:

5.1.1. For <u>Basic Services</u>. SPONSOR shall pay ENGINEER for basic services rendered under Section 1 as follows:

5.1.1.1.a Amount of payment for Item A:

Environmental Assessment

DBE Update

Design

Bidding

Total Special Services

- a lump sum fee of \$ 7,000.

- a lump sum fee of \$ 34,000.

- a lump sum fee of \$ 6,250.

\$ 52,250.

5.1.2. For <u>Special Services</u>. SPONSOR shall pay ENGINEER for special services rendered under Section 2 as follows: For engineering/consulting services furnished under paragraph 2.1 and for resident services during the construction phase furnished under paragraphs 2.2 and 2.3, SPONSOR

shall pay ENGINEER on the basis of payroll costs times a factor of 2.61 for services rendered by principals and employees assigned to this project. SPONSOR shall pay ENGINEER the actual costs of all reimbursable expenses and subcontract costs incurred. In addition to the above costs, SPONSOR shall pay ENGINEER a fixed fee of \$1,865.00 for item A.

5.1.2.1. Estimated special service costs are based upon the length of construction indicated and/or the amount of services provided. Fees will be renegotiated if construction time is substantially different or requested services substantially exceed those estimated. It is assumed that construction will be awarded with 52* working days requiring full-time inspection and part-time testing services.

Salaries and Other Expenses	\$ 20,414.*
Fixed Fee	1,865.
Subcontract Inspection	37,500.*
Subcontract Surveying	2,000.
Subcontract Testing	<u>6,0</u> 00.
Total Special Services	\$ 67 779 *

The above costs are estimates only. They have been used to determine the grand total special service costs. This grand total amount of \$67,779* shall not be exceeded without prior approval of the SPONSOR.

#### 5.1.2.2. <u>Times of Payments.</u>

ENGINEER shall submit monthly statements for salaries and other expenses and for reimbursable expenses incurred. SPONSOR shall make prompt monthly payments in response to ENGINEER's monthly statements. The fixed fee shall be due and payable when the final invoice is submitted. The record drawings and final construction report shall be submitted to the SPONSOR and FAA not more than 120 calendar days from the final acceptance of all construction on the project.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this <u>y</u> day of July, 2011.

SPONSOR:

CITY OF NATCHITOCHES

Wayne McCullen, Mayor

Attesticked & Steaton A

**CONSULTANT:** 

AIRPORT DEVELOPMENT GROUP, INC.

Michael B. Corkern, Jr., Associate Principal

Attest

The following Resolution was Introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to-wit:

# RESOLUTION NO. 081 OF 2011

# RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF NATCHITOCHES AND REGIONAL CONSTRUCTION, L.L.C. FOR THE CONSTRUCTION OF THE EVENTS CENTER PARKING LOT

WHEREAS, the CITY awarded a contract to Regional Construction, L.L.C. (CONTRACTOR) on September 16, 2010 in the base bid amount of \$136,000.00 for the construction of the Events Center Parking Lot; and,

WHEREAS, the CONTRACTOR has issued Change Order No. 1 on March 2, 2011 in the sum of \$35,480.00 making the new contract amount \$171,480.00 and extending the completion date of the contract an additional thirty (30) days, which Change Order was approved by the City Council on March 15, 2011; and

**WHEREAS**, the CONTRACTOR has issued Change Order No. 2 on August 2, 2011 for a decrease of \$1,736.00 for the following:

1) Credit difference in CY concrete, steel reinforcing and fence post pipe sleeves for 3'-0" retaining wall

-\$ 1,736.00

Net Change Order #2

-\$ 1,736.00

which will decrease the contract amount to \$169,744.00 with no time extension; and

WHEREAS, George Minturn, project architect, recommends approval of Change Order No. 2; and

WHEREAS, the CITY is of the opinion that Change Order No. 2 is in the best interest of the CITY and the new contract amount is \$169,744.00 and new completion date of contact will be unchanged.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 2 to the agreement between the CITY and the CONTRACTOR.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:

Mims, Nielsen, McCain, Payne

NAYS:

None

ABSENT:

Morrow

ABSTAIN:

None

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of  $\underline{4}$  Ayes to  $\underline{0}$  Nays this the  $8^{th}$  day of August, 2011.

WAYNE McCULLEN, MAYOR

Form RD 1924-7 (Rev. 2-97)

# UNITED STATES DEPARTMENT OF AGRICULTURE

ORDER NO.	• • • • • • • • • • • • • • • • • • • •	
002		
DATE		

FORM APPROVED OMB NO. 0575-0042

(	002	
	DATE	
	DAIL	

FARM SERVICE AGENCY		DATE		
CONTRACT CHANGE ORDER			STATE Louisiana	
CONTRACT FOR		COUNTY		
Events Center Parking Lot Addition	<del></del>	Natch	itoches	
City of Natchitoches				
To Regional Construction, LLC				
You are hereby requested to comply with the following changes from the co	ntract plans and sp	ecifications:		
Description of Changes (Supplemental Plans and Specifications Attached)	DECREA in Contract		INCREASE in Contract Price	
Credit difference in CY concrete, steel reinforcing and fence post pipe sleeves for 3'-0" retaining wall	S	1,736.00	\$	
NET CHANGE IN CONTRACT PRICE JUSTIFICATION:  A 3'-0" high retaining wall was constructed on site rather than a sheet A1.6. Pipe sleeves indicated on details were changed to determine the commendations.	\$ 15'-0" high retain			
The amount of the Contract will be (Decreased) (Increased) By The DECREASED One Thousand, Seven Hundred Thirty Six  The Contract Total Including this and previous Change Orders Will		Dollars (\$	1,736.00 ).	
	Ве:		· · · · · · · · · · · · · · · · · · ·	
One Hundred Sixty Nine Thousand, Two Hundred Sixty Four		Dollars (	169,264.00 ).	
The Contract Period Provided for Completion Will Be (Increased) (I This document will become a supplement to the contract and all prov Requested			INCHANGED Days.	
Recommended (Own		4	7	
Accepted (Owner's Architect/Engin		6	(Date) / (	
Approved by Agency (Contract	cior)		(Date)	
(Name and T	itle)		(Date)	

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

The following Resolution was Introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to-wit:

# RESOLUTION NO. <u>082</u> OF 2011

# A RESOLUTION AUTHORIZING THE EXECUTION OF THE SUBSTANTIAL COMPLETION OF THE RENOVATIONS TO THE EVENTS CENTER PARKING LOT

**WHEREAS**, the City of Natchitoches (OWNER) facilitated the construction of the Events Center Parking Lot; and

**WHEREAS**, the City of Natchitoches retained George Minturn (ARCHITECT) to provide the professional services for design, preparation of plans, specifications and construction services in connection with said project; and

**WHEREAS**, the City awarded a contract to Regional Construction, LLC, (CONTRACTOR) on September 16, 2010 in the amount of \$136,000.00, for construction of the Events Center Parking Lot, and

**WHEREAS**, Change Order 1 added an additional sum of \$35,480.00 and Change Order 2 subtracted a sum of \$1,736.00, bringing the contract total to \$169,744.00; and

**WHEREAS**, it is the opinion of the ARCHITECT that the work required by the CONTRACT has been completed in general conformity with the project plans and specifications as shown by his signature on the Certificate of Substantial Completion dated June 13, 2011.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Natchitoches, in legal session convened:

<u>SECTION 1</u>: That the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to accept the construction work (WORK) performed by CONTRACTOR in association with the said project and to execute the Certificate of Substantial Completion therewith, and

SECTION 2: That the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to issue final payment to the CONTRACTOR upon receipt of the Clear Lien Certificate issued by the Natchitoches Parish Clerk of Court and upon the recommendation of the ARCHITECT to issue said final payment.

**NOW, THEREFORE, BE IT RESOLVED**, that the Natchitoches City Council does hereby authorize the Mayor to execute the Certificate of Substantial Completion for the Events Center Parking Lot.

This Resolution was then presented for a vote, and the vote was recorded as follows:

**AYES:** Nielsen, Payne, Mims, McCain

NAYS: None ABSENT: Morrow ABSTAIN: None

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of  $\underline{4}$  Ayes to  $\underline{0}$  Nays this the  $8^{th}$  day of August, 2011.

WAYNE McCULLEN, MAYOR



Certificate of Substantia	ıı Compietion	
PROJECT:	PROJECT NUMBER: 09-15/	OWNER: 🛛
(Name and address)	CONTRACT FOR: General Construction	ARCHITECT; ⊠
Natchitoches Events Center Parking Lot 808 Second Street	CONTRACT DATE: September 16, 2010	<u>—</u>
		CONTRACTOR: 🛛
Natchitoches, LA 71457	TO CONTRACTOR.	FIELD: 🔀
TO OWNER: (Name and address) City of Natchitoches	TO CONTRACTOR: (Name and address) Regional Construction, L.I.C	OTHER: 🛛
P. O. Box 37	P.O. Box 796	
Natchitoches, LA 71458-0037	Natchitoches, LA 71458-0796	
PROJECT OR PORTION OF THE PROJE	ECT DESIGNATED FOR PARTIAL OCCUPANCY OR	USE SHALL INCLUDE:
	Lot as indicated in the original bid documents as One dated March 2, 2011 and signed on Marc	
to be substantially complete. Substantial is sufficiently complete in accordance wi intended use. The date of Substantial Cor	has been reviewed and found, to the Architect's best Completion is the stage in the progress of the Work with the Contract Documents so that the Owner can occupletion of the Project or portion designated above is commencement of applicable warranties required by	when the Work or designated portion cupy or utilize the Work for its the date of issuance established by

Warranty **Date of Commencement** Parking Lot Addition December 10,2010 June 13, 2011 Retaining Wall June 13, 2011 George W. Minturn, Architect AIA **ARCHITECT** DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00.

OOSE COMMITTEE OF WORK MILE IS MICOMI	prote or derodavo, so.	00	
The Contractor will complete or correct Substantial Completion.	t the Work on the list o	()	nin Zero (0) days from the above date o
Regional Construction, LLC	toxx	Mun	<del>J</del> une 13,2011
CONTRACTOR	BY		DATE
The Owner accepts the Work or design on June 16, 2011 (date).	ated portion as substan	tially complete and will ass	sume full possession at 12:00 pm (time
City of Natchitoches	Wayne	Ma Cullan	8-9-11
OWNER	BY		DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

The Owner shall be responsible for security, maintenance and insurance at the time of possession.

AIA Document G704 TM - 2000. Copyright © 1963, 1978, 1992 and 2000 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:36:05 on 09/01/2010 under Order No 3027688259_1 which expires on 09/09/2010, and is not for resale.

Form RD 1924-7 (Rev. 2-97)

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT AND FARM SERVICE AGENCY

ORDER NO. 002	
DATE	

FORM APPROVED OMB NO. 0575-0042

FARM SERVICE AGENCY		DATE		
CONTRACT CHANGE ORDER			STATE	
		Louisia	na	
CONTRACT FOR Events Center Parking Lot Addition		COUNTY Natchil	oches	
OWNER City of Natchitoches				
Regional Construction, LLC				
To (Contractor)  You are hereby requested to comply with the following changes from the contractor.	ntract plans and spe	cifications:		
			DICDEACE	
Description of Changes (Supplemental Plans and Specifications Attached)	DECREA in Contract		INCREASE in Contract Price	
Credit difference in CY concrete, steel reinforcing and fence post pipe sleeves for 3'-0" retaining wall	\$ 1	,736.00	\$	
TOTALS	\$	736.00		
NET CHANGE IN CONTRACT PRICE	\$	736.00		
A 3'-0" high retaining wall was constructed on site rather than a 5 Sheet A1.6. Pipe sleeves indicated on details were changed to details recommendations.				
The amount of the Contract will be (Decreased) (Increased) By The	Sum Of:			
DECREASED One Thousand, Seven Hundred Thirty Six		Dollars (\$	1,736.00 ).	
The Contract Total Including this and previous Change Orders Will	Be:	- <del></del>		
One Hundred Sixty Nine Thousand, Two Hundred Sixty Four		Dollars (\$	169,264.00 ).	
The Contract Period Provided for Completion Will Be (Increased) (L	Decreased) (Uncha	inged): U	NCHANGED Days.	
This document will become a supplement to the contract and all prov	visions will apply	hereto.		
Requested Wayne Mc Cullan		8-	9-11	
Recommended for lending (Own	<u> </u>	4	(Date)	
Accepted Commer's Architect/Engin		6/	(Date) / 13   1	
(Contrac	tor)	<del>,</del>	(Date)	
Approved by Agency (Name and To	itle)		(Date)	

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

Upon Motion made by Mr. Nielsen and Seconded by Mr. Payne, a motion to add Resolution No. 083 to the agenda was offered. Mayor McCullen called for a roll call vote to add Resolution No. 083 to the Agenda and the vote was recorded as follows:

AYES: Nielsen, Payne, Mims, McCain

NAYS: None ABSENT: Morrow ABSTAIN: None

**THEREUPON**, Mayor Wayne McCullen declared the Motion passed by a vote of  $\underline{4}$  Ayes to  $\underline{0}$  Nays and Resolution No. 083 was declared added to the Agenda.

The following Resolution was Introduced by Mr. Nielsen and Seconded by Mr. Payne as follows:

# RESOLUTION NO. 083 OF 2011

# A RESOLUTION DESIGNATING FRIDAY, SEPTEMBER 2, 2011 AS AN OFFICIAL HOLIDAY FOR THE EMPLOYEES OF THE CITY OF NATCHITOCHES FOR THE YEAR 2011

**WHEREAS**, the Mayor and City Council of the City of Natchitoches appreciate the hard work of the Natchitoches City Employees; and

**WHEREAS**, to show appreciation for the dedicated efforts of our City Employees, the Mayor and Natchitoches City Council wish to declare, Friday, September 2, 2011 as an official City Holiday for 2011.

**NOW, THEREFORE, BE IT RESOLVED**, by Mayor Wayne McCullen, that Friday, September 2, 2011 be declared an Official Holiday for the City of Natchitoches Employees.

This Resolution was then presented for a vote, and the vote was recorded as follows:

**AYES:** 

Nielsen, Payne, Mims

NAYS:

**McCain** 

ABSENT:

Morrow

ABSTAIN:

None

**THEREUPON**, Mayor Wayne McCullen declared the Resolution **PASSED** by a vote of  $\underline{3}$  ayes to  $\underline{0}$  nays, this the  $8^{th}$  day of August, 2011.

WAYNE McCULLEN, MAYOR

Ms. Shirley A. Small-Rougeau stated that her sore point is the Event's Center and its parking lot. Ms. Rougeau stated that we are spending quite a bit of money on the parking lot that she has never seen full although there have been events at the Center. They use the Service Center parking as well. She commend Jack McCain for saving some money because you know we really need money on a parking lot that may never be used.

Mayor McCullen asked if there was any further business, there being none Mr. Nielsen made a motion to adjourn the meeting, Mr. Payne seconded the motion, and the meeting was adjourned at 7:36 p.m.

WAYNE McCULLEN, MAYOR

DON MIMS, MAYOR PRO TEMPORE